



**REQUEST FOR QUALIFICATIONS  
NUMBER 09-332**

For

**MUNICIPAL COURT SOFTWARE**

**STATEMENT OF QUALIFICATIONS DUE:  
Monday February 2, 2009 @ 2:00pm EST  
in hard copy, not electronic copy or via e-mail or fax.**

**Information concerning this solicitation may be found at:  
<http://www.dunwoodyga.gov>**

This website will have RFQ, Q&A and any clarifications, schedule changes and other important information. **Bidders should check these electronic pages daily!**

Questions shall be directed to City of Dunwoody Purchasing Manager,  
Tyra Little, via e-mail to: [tyra.little@dunwoodyga.gov](mailto:tyra.little@dunwoodyga.gov)

All spaces below are to be filled in and Qualifications Letter on page two must be signed where indicated. Failure to sign and return Qualifications Letter may cause rejection.

Statement of Qualifications Submitted by:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

City of Dunwoody  
**QUALIFICATIONS LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody ordinance as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of one hundred twenty (120) days from opening date.

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
**(Proposer to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

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## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The purpose of this Request for Qualifications (RFQ) is to select qualified firms for Municipal Court Software. Proposers shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be one (1) year from the date of award with up to two (2) additional one year renewal periods pending funding and satisfactory contractor performance.

### **1.2 Basic Guidelines for This Request for Qualifications**

Pursuant to the provisions of the city ordinance, the City of Dunwoody has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed SOQ shall be submitted in response hereto and shall be opened in the same manner as competitive sealed bids. All SOQ submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Vendor Manual, these instructions, and specifications.

### **1.3 Restrictions on Communications with Staff/Buyer of Record**

From the issue date of this RFQ until contractors are selected and selections announced, offerors are not allowed to communicate for any reason with any City Staff except through the Buyer of Record or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the SOQ of the offending offeror. All questions concerning this RFQ must be submitted in writing (e-mail preferred, or fax may be used) to the Purchasing Manager. No questions other than written will be accepted. No response other than written will be binding upon the City. The Buyer of Record for this project is:

Tyra Little  
Purchasing Manager  
City of Dunwoody  
Purchasing Office  
400 Northridge Road Suite 1250  
Dunwoody, Georgia 30350  
Telephone: 678-382-6710 FAX: 678-382-6701  
E-Mail: [tyra.little@dunwoodyga.gov](mailto:tyra.little@dunwoodyga.gov)

### **1.4 Project Manager**

The successful contractor will report to the project manager in the department requesting service. Successful Contractors agree to take direction from the project manager and to make all project documentation (time sheets, etc.) available upon request. The project manager shall have sole discretion as to the acceptability of all workers prior to working on site and has the right to require a replacement. Identification badges will be issued and required while on site. Successful Contractors agree to follow proper safety precautions and to maintain the site at all times in an orderly manner as directed.

## **2.0 DESCRIPTION OF REQUIREMENTS**

### **2.1 Introduction**

The City of Dunwoody has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Offeror's SOQ.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

### **2.2 Objective of the Procurement**

#### **2.2.1 Scope of Work**

The intent of this specification is to contract with qualified firm for Municipal Court Software which include:

The Dunwoody Municipal Court is soliciting proposals to furnish private court software and online Web Pay system services to the City of Dunwoody, Georgia.

The provider of these services would be required to have adequate staff to implement, install and support any and all contracted court software. Any provider of private court software services would be expected to provide adequate maintenance, training and support for such systems as Web Pay and other related court software. At a minimum, the implemented court software must allow for accurate and easy Administrative case management, user-friendly internet options such as online payment and other customer based features.

Proposers are requested to submit qualifications, references for the purpose of being awarded a contract for their services.

Proposer must submit a cost proposal for all services by line item detail. This cost proposal must be submitted in a separate sealed envelope.

#### **2.2.2 Quality Assurance**

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Proposer will abide by any and all applicable professional standards, local codes, requirements by state law. Proposer must be authorized to conduct business within the State of Georgia.

### 2.2.3 Qualifications

To be qualified in your respective trade, your company must have been in business for a minimum of five (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (5) years and laborers for at least two (2) years.

The Contractor shall submit with the proposal the following information supporting their qualifications:

1. Copy of business license and proof of being in business at least five (5) years.
2. Name and telephone number of the Proposers designated contact.
3. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
4. A reference list of five (5) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.

## 3.0 STATEMENT SUBMISSION AND EVALUATION

### 3.1 Economy of Presentation

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

### 3.2 Required Organization of Offeror's SOQ

**The SOQ package shall and must be organized in a manner such that the requirements in the RFQ are cross-referenced with the SOQ document.** It is mandatory that the requirements from the RFQ be captured at one location at the beginning of the SOQ. The locations with the SOQ where each requirement is met shall and must be identified next to the requirement.

### 3.3 Submission of SOQ

The packages shall be in **sealed envelopes** and identified as follows:

RFQ Number: 09-332

Opening Date and Time: February 2, 2009 @ 2:00 p.m.

Statement of Qualifications

Municipal Court Software

All packages are due at the location specified no later than the date and time specified herein.

The SOQ package must include detailed information relative to Section 2.2.4, Proposers Qualifications, as required. The Qualifications Letter, included as page two of this RFQ, must be included in the package and must be signed by a person authorized to legally bind the company. **FAILURE TO INCLUDE THIS SIGNED STATEMENT LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.**

### 3.4 Evaluation Criteria and Process

#### 3.4.1 Review of SOQs

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.

#### 3.4.2 Evaluation Committee

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 2.2.4, Contractor Qualifications. Discussions may be conducted by the City of Dunwoody with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

#### 3.4.3 Award of Contract

Awards of contract shall be made to the responsible Offerors who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all SOQ submitted in response to this RFQ.

## 4.0 TERMS AND CONDITIONS

### 4.1 Vendor Registration

Vendors responding to this RFQ need to become a registered Vendor in order to sell products or services to the City of Dunwoody. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. A Vendor Application is available at [www.dunwoodyga.gov](http://www.dunwoodyga.gov).

If you have any question or concerns, please feel free to contact:

City of Dunwoody  
Purchasing Office  
400 Northridge Road Suite 1250  
Dunwoody, Georgia 30050  
Telephone: (678) 382-6710 FAX (678) 382-6701

#### 4.2 RFQ Amendments

The City of Dunwoody reserves the right to addend the RFQ prior to the date of SOQ submission. Addenda will be posted to the Dunwoody website at [www.dunwoodyga.gov](http://www.dunwoodyga.gov).

#### 4.3 Statement Withdrawal

Prior to the due date, a submitted SOQ may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

#### 4.4 Contract

The contract which the City intends to use with the successful Offeror(s) is attached to this RFQ and identified as Appendix A. Prospective Offerors are urged to carefully read this contract prior to making their offers. **Contract and any exceptions to the Contract must be submitted with Offeror's SOQ.** The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's SOQ and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFQ will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal.

Offeror will not retype the enclosed contract.



#### 4.5 Payment for Services

The Successful Contractor shall be compensated upon acceptance of a correct and acceptable invoice for services rendered for the previous month with the final payment upon project completion and acceptance by the project manager. Acceptable invoices will have attached documentation.

#### 4.6 Conflict of Interest

If an Offeror has any existing client relationship(s) that involves the City of Dunwoody that would prevent their being objective, the Offeror must disclose such relationship(s).

#### 4.7 Confidentiality Requirements

The staff members that are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Vendor proposals.

#### 4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

#### 4.9 Financial Information

The Department is concerned about proposers' financial capability to perform. Therefore, please provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the Department reserves the right to perform additional due diligence in this area, at the sole discretion of the Department, prior to award of any contract.

### 5.0 **INSURANCE**

#### 5.1 Worker's Compensation

Required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia.

##### 5.1.1 Comprehensive General Liability Insurance

Bodily Injury Liability	\$300,000 each person
	\$500,000 each occurrence
	\$1,000,000 aggregate

Property Damage Liability	\$100,000 each occurrence \$1,000,000 aggregate
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#### 5.1.2 Comprehensive Auto Liability Insurance

Bodily Injury Liability	\$300,000 each person \$1,000,000 each occurrence
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Property Damage Liability	\$100,000 each occurrence
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#### 5.1.3 Excess Umbrella Liability

Combined Single Limit Bodily Injury and / or Property Damage	\$100,000 each occurrence \$1,000,000 aggregate
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#### 5.1.4 Guidelines

The Contractor shall provide the City of Dunwoody with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Dunwoody representative. A renewal policy or certificate shall be delivered to the City of Dunwoody at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Dunwoody as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Dunwoody, the Contractor shall deliver to the City of Dunwoody representative upon demand a certified copy of any policy required herein for review.

The Contractor does hereby agree to indemnify, defend and save harmless the City of Dunwoody against any and all claims of any nature whatsoever, including, but not limited to, damages to property of the City of Dunwoody or injury to employees or visitors of the City of Dunwoody arising out of any of the operations included in this RFQ and agreement.

### 6.0 CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the statement of qualifications and will perform the services specified; and for the privilege of doing so on the City of Dunwoody premises. I understand that, upon proper acceptance of this offer by the City of Dunwoody, a contract will thereby be created.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Name of Firm

---

Signature

Title

Business Address

Email address

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires on the above date.

## **APPENDICES:**

APPENDIX A

CONTRACT

# City of Dunwoody

## CONTRACT AGREEMENT

### MUNICIPAL COURT SOFTWARE

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2007; by and between The City of Dunwoody, Georgia, having its principle place of business at 400 Northridge Road Suite 1250, Dunwoody, Georgia and (“Contractor”)\_\_\_\_\_.

WHEREAS, the City of Dunwoody has caused Request for Qualifications to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the Qualifications as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a statement of qualifications in response to the RFQ; and

WHEREAS, the Contractor’s Statement was deemed by the City of Dunwoody to be acceptable, competitive and worthy of a contract with the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

#### 1.0 **Scope of Work**

The Contractor agrees to provide all Services and comply with all requirements specified in the RFP, and provide those Services as may additionally be specified in the Contractor’s Statement in accordance with the terms and conditions of this agreement, the above being incorporated herein as Exhibit A. Said specifications are hereby made a part of this agreement by reference.

#### 2.0 **Warranties**

At the time of installation, the successful Offeror shall furnish the City of Dunwoody with a manufacturer and installer’s warranty. The warranty shall be at least the same as that offered to the commercial trade and shall be honored by any of the manufacturer-authorized dealers. Warranties shall also be supplied covering any accessory equipment supplied by the contractor. All warranties shall be effective the day the installation is complete to the total satisfaction of the City.

#### 3.0 **Independent Contractor**

##### 3.1.

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Dunwoody. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Dunwoody Representative within ten (10) days after issuance of Notice to Proceed.

### 3.2

Inasmuch as the City of Dunwoody and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Dunwoody without the express knowledge and prior written consent of the City.

## 4.0 **Indemnification**

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

## 5.0 **Insurance**

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for comprehensive general liability insurance, which must include personal liability coverage will be \$300,000 per person, \$500,000 per occurrence, and \$1,000,000 aggregate; and, \$100,000 per occurrence and \$1,000,000 aggregate for property damage.

### 5.1

The Contractor shall provide a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain written notice thereof to the official City representative.

## 6.0 **Termination**

### 6.1

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Dunwoody shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

## 6.2

The City of Dunwoody may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

### 6.2.1

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Dunwoody of each occurrence.

### 6.2.2

After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFQ.

## 7.0 **Inclusion of Documents**

Referenced RFQ, any amendments thereto, and the Contractor's Statement of Qualifications submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's Statement, the language in the former shall govern.

## 9.0 **Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

## **10.0 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Dunwoody's prior written consent.

## **11.0 Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

## **12.0 Drug-Free and Smoke-Free Work Place**

### **12.1**

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

### **12.2**

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

### **12.3**

The Contractor may be suspended, terminated, or debarred if it is determined that:

#### **12.3.1**

The Contractor has made false certification herein; or

#### **12.3.2**

The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

## **13.0 Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

#### 14.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF DUNWOODY:

By: \_\_\_\_\_

Title:\_\_\_\_\_

Name:\_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Title:\_\_\_\_\_

Name:\_\_\_\_\_

Date: \_\_\_\_\_